

## Terms and conditions

### 1. Definitions

In these general terms and conditions, the following definitions shall apply:

- "G-ECO": G-ECO BV with its registered office at 3670 Oudsbergen, Kollisstraat 5, with company number 0767.395.803.
- "Customer": the natural or legal person who, for private or professional purposes, is a (potential) purchaser of goods and/or services from G-ECO.
- "Professional Customer": this is the natural person or legal entity, who, for professional purposes, purchases goods and/or services from G-ECO.
- "Consumer": the natural person who, purely for private purposes, is a (potential) purchaser of goods and/or services from G-ECO.

### 2. Scope, notification and acceptance

These general terms and conditions form an integral part of all agreements concluded between G-ECO and the Customer. Other conditions and/or standards such as, inter alia, the general and/or special terms and conditions of the Customer do not apply and are expressly rejected by G-ECO. Other (deviating) conditions only apply if G-ECO expressly signs these (deviating) conditions for acceptance. Any agreed deviation from these or general terms and conditions expressly accepted by G-ECO shall only apply to the specific sale for which such deviation has been agreed.

Should one or more of these general terms and conditions be declared definitively unenforceable or null and void, this shall not affect the applicability of the remaining provisions. In the event of nullity of one of the clauses, G-ECO and the Customer shall, to the extent possible and according to their loyalty and conviction, negotiate to replace the null and void clause with an equivalent clause that meets the purpose and scope of the original clause.

### 3. Acceptance of order

The agreement arises on the date of the written order confirmation by G-ECO of the order placed by the Customer, unless otherwise agreed in writing. Consequently, the Customer may only claim the goods and/or services mentioned in the written order confirmation. Services, goods and accessories not mentioned on the order confirmation must be the subject of an additional order and will only be delivered against additional payment. If G-ECO's order confirmation contains deviations from these general terms and conditions, the deviations on the order confirmation shall take precedence over these general terms and conditions.

### 4. Termination and cancellation

G-ECO has the right to terminate its cooperation with the Customer by simple expression of its will without notice or any formality in the following cases: (1) Failure by the Customer to fulfil any of its legal or contractual obligations (including non-payment of past due invoices), (2) Dissolution or transfer of the Customer's business or indications that the Customer is ceasing its professional activity, (3) Cessation of payment by the Customer, (4) Application for extension of payment by the Customer, (5) Bankruptcy of the Customer or application for judicial reorganisation by the Customer, (6) Death of the Customer, (7) Reduction of guarantees, contractually to be provided by the Customer, (8) Seizure at the expense of the Customer. The Customer will have to bear any consequences, harmful or costly to G-ECO, of its negligence.

In case of cancellation of part or all of the order by the Customer, the latter shall owe a lump-sum compensation of 20% of the price, without prejudice to G-ECO's right to prove its higher damage. In case of cancellation of a customised order, this compensation will be the full amount of the price, as the goods cannot then be sold further. In this case, G-ECO shall be entitled to full compensation both for the costs incurred and the loss of profit.

### 5. Prices

The prices stated in the documents issuing from G-ECO are Ex Works (Incoterms 2020), excluding VAT, other taxes, delivery and packaging costs. With regard to Consumers, in deviation from the aforementioned principle, the prices charged are always inclusive of VAT. If it is otherwise agreed in writing that G-ECO shall be responsible for transport or organisation thereof, the price for this shall be charged to the Customer. All items not expressly mentioned in the offer are not included in the price. All agreements are concluded on the basis of the prices applicable at that time. If, after the offer or agreement, cost price determining factors, such as (non-exhaustive) currency fluctuations, increases in material prices, prices of auxiliary materials and raw materials, wages, salaries, social security charges, government-imposed costs, (environmental) levies and taxes, transport costs, import and export duties or insurance premiums, increase as a result of circumstances, foreseeable or otherwise, a price increase may be passed on by G-ECO to the Customer, without this giving the right to terminate the agreement. Any increase in the VAT rate or any other tax of any kind between the order and execution shall be borne by the Customer. If mandatory regulations oppose such an adjustment of unilateral increase, G-ECO has the right to terminate the agreement with immediate effect and without any compensation by simple letter by post, fax or e-mail.

Additional work and/or changes ordered to G-ECO in writing or verbally by the Customer or its appointee(s) after agreement/during execution of the work shall be additionally invoiced in accordance with the unit prices agreed between the parties and, failing this, in accordance with G-ECO's customary prices.

In case the goods ordered by the Customer are custom processed, G-ECO is entitled to charge the Customer a surcharge at unit price for the residual waste of the processed goods. If possible, G-ECO will communicate this additional cost to the Customer in advance.

### 6. Payments

G-ECO reserves the right to request an advance payment of at least 30% of the total price at the conclusion of each agreement before performing the services or delivering the goods. In case the goods ordered by the Customer are custom processed, G-ECO is entitled to charge the Customer a surcharge at unit price for the residual waste of the processed goods. If possible, G-ECO will communicate this additional cost to the Customer in advance.

Invoices are payable at the registered office of G-ECO, either in cash on delivery or by bank transfer no later than the due date of the invoice, unless otherwise specified on the invoice and payment must be made to G-ECO's bank account. Any costs associated

with the payment, as well as all taxes, duties and other possible charges shall be borne by the Customer. Any protest against the invoice must be made in writing, registered at the registered office of G-ECO and stating reasons, within fourteen (14) calendar days of the invoice date and stating invoice number and date. If one of these conditions is not met, the protest shall be considered non-existent and the invoice shall be deemed to have been definitively accepted, without G-ECO being obliged to respond to this protest. If the Customer has not paid one invoice on the due date or has paid only part of it, all other invoices, even those not yet due, shall become immediately payable by operation of law.

If an invoice remains unpaid (in whole or in part) on the due date, interest at the Professional Customer's expense calculated at 10% per annum shall become due and payable by operation of law from that date without notice of default, and a fixed charge of 10% of the invoice amount with a minimum of 250 euro shall be levied on the Professional Customer. G-ECO reserves the right to apply set-offs in respect of the Professional Customer.

In the event that the Consumer has not paid the invoiced amount (in full) by the due date:

- Will G-ECO send a one-time payment reminder to the Consumer;
- If the Consumer fails to pay within 14 days of receiving the payment reminder, G-ECO shall be entitled to claim default interest in accordance with the statutory interest cf. the Act of 2 August 2002 on combating late payment in commercial transactions, calculated up to the date of full payment;
- Will the Consumer, in the event of non-payment within 14 days of a payment reminder, also owe G-ECO liquidated damages equal to:

o € 20 if the invoice balance is less than or equal to €150;

o € 30 plus 10% of the amount due on the tranche between € 150.01 and € 500 if the invoice balance is between € 150.01 and € 500

o € 65 plus 5% of the amount due on the tranche above € 500 with a maximum of € 2,000 if the balance due exceeds € 500.

#### 7. Collection, delivery, delivery period and delivery conditions

Unless expressly agreed otherwise in writing, delivery/removal of the goods shall take place at the registered office of G-ECO at 3670 Oudsbergen, Kollisstraat 5.

The Customer shall collect the goods within a period of seven (7) working days following notification by G-ECO that the goods are ready for collection. In case the goods have not been collected after the expiry of the aforementioned period, they shall be stored at its expense and risk. The cost price for this storage is EUR 75.00, Excl. VAT, per day.

Unless otherwise agreed, delivery times are indicative only and are in no way binding, unless expressly agreed otherwise in writing. The indicative delivery period commences on the day on which the order was confirmed in writing by G-ECO and not earlier than the day on which the Customer has complied with all obligations to be performed in accordance with the offer, order form, agreement and/or order confirmation prior to the execution of the agreement.

Unless intent or gross negligence on the part of G-ECO and unless expressly agreed otherwise in writing, the Customer shall not be entitled to any damages and/or rescission of the agreement on account of delivery and/or installation after the indicative delivery date. From delivery/collection onwards, the Customer shall bear all risks relating to the goods delivered/collected, in particular the risk of theft and/or damage, destruction or loss during transport, even if this is done by the care or on behalf of G-ECO.

#### 7. Retention of title – right of retention

The risk in respect of the goods taken from the registered office at G-ECO shall pass to the Customer upon purchase of the goods. The delivered goods remain the property of G-ECO until full payment of the price and additional services, including any damages and interest, even if these goods have been modified or incorporated. G-ECO reserves a right of retention in case of an unpaid previous and/or partial delivery and/or composite order, and this on the goods yet to be delivered.

#### 8. Non-compliance and warranty

Upon collection/delivery, the Customer shall himself verify the conformity of the goods delivered and ordered. In doing so, the Customer shall only unpack or use the goods to the extent necessary to establish the nature, characteristics and functioning of the goods. The Customer shall be liable for depreciation of the goods resulting from any handling of the goods beyond that permitted above. In any case, the handling or processing by the Customer of the delivered goods shall constitute an explicit acceptance of the goods as conforming and free of visible defects. Visible defects as well as non-conforming deliveries must be reported to G-ECO by registered letter within 7 calendar days of delivery. Hidden defects must be reported to G-ECO by registered letter within 7 calendar days after the Customer has discovered them or should reasonably have discovered them, stating reasons, on penalty of expiry. In the case of a consumer purchase, G-ECO offers the Consumer a warranty for any non-conformity that exists at the time of delivery of the goods/service and that manifests itself within a period of two years from delivery/removal. G-ECO is only responsible for the statutory warranty and - as applicable - does not cover any potentially wider commercial warranty offered by the manufacturers. The warranty on repair work, spare parts and services by G-ECO lasts for six months after delivery thereof. The Consumer loses his right to these warranties in the following cases: (1) the regulations and instructions of G-ECO, such as, but not limited to, the conditions of storage, assembly, use, maintenance and control, have not been complied with, (2) the defect originates from a modification of the goods without prior approval by the manufacturer or G-ECO and (3) the damage is not due to normal wear and tear, an accident or a case of force majeure (as defined below). Interventions in warranty do not interrupt the warranty period.

The Customer shall refrain from imitating the purchased goods of G-ECO or marketing them under its own trade name.

#### 9. Liability of G-ECO

- 9.1. G-ECO shall perform the agreement to the best of its knowledge and ability, in accordance with the rules of art and the requirements of good workmanship. Unless special qualities have been expressly stipulated between the parties, G-ECO shall provide services and goods of ordinary trade quality, without any other or further obligation and the services and goods shall not be subject to any warranty other than those that G-ECO has expressly authorised in writing. G-ECO is permitted to supply goods originating from third parties, other than those agreed, provided they are of the same quality and price. Except for the cases

described in these general terms and conditions, G-ECO does not accept any liability and/or obligation to pay damages from delivery or collection. In addition, G-ECO does not accept any liability for human damage and/or business and/or consequential damage, which may be the direct or indirect result of goods sold and/or made available.

If the determination of the non-conformity, visible or hidden defect was notified in writing and in due time within the prescribed period in accordance with Article 9, G-ECO may choose one of the following remedies: (1) the replacement of the defective or non-conforming goods under taking back the defective or non-conforming goods, (2) the payment of an indemnity to compensate the proven direct damage. Non-timely and unmotivated notifications remain without effect.

The Customer shall be presumed liable for all damages caused by third parties to the delivered/placed goods as soon as the goods have been delivered/placed. Proof of delivery/placement shall be provided by signing the delivery note or, failing this, by the absence of any substantiated complaint reaching G-ECO within 48h after delivery/placement. No liability and/or obligation is accepted for damage caused as a direct or indirect consequence of: force majeure and/or hardship, errors and/or negligence on the part of the Customer and its legal or actual appointees, defects in the material made available by the Customer, or any other external cause, including atmospheric, chemical, electrical and mechanical influences. Force majeure or hardship includes, inter alia includes strikes, lockout, delays or interruptions in transport, acts of war, riots, fire, orders, ordinances or regulations of the government or administration, inability to obtain natural gas and/or other fuels, supply difficulties, scarcity of materials or lack of products for manufacture weather conditions which temporarily make the performance of the contract seriously difficult or impossible, errors or delays at the expense of other suppliers of G-ECO, acts of third parties, one or more manufacturing defects in the material of another supplier of G-ECO, closure business failures, pandemics and/or epidemics, governmental measures, computer failures, . . . irrespective of whether these problems occur at G-ECO or at another supplier from which G-ECO procures the goods and without G-ECO being obliged to demonstrate the influence thereof. In the event of Force Majeure or Hardship, G-ECO, after having notified the Customer, is authorised by law to suspend or cancel its obligations in full. G-ECO will not be liable to pay any damages in this case.

Any liability and/or obligation of G-ECO is always limited to the amount of the relevant invoice, excluding VAT, regardless of the cause and extent of the damage.

As soon as certain materials, parts and/or goods, to be used for the execution of the order, are made available by the Client, the latter shall bear the risk and liability for all risks and damages, of whatever nature, that could arise to these materials.

#### 10. Intellectual property

Unless otherwise agreed, G-ECO retains the copyrights, patent rights and all other intellectual property rights to the offers made by it, goods and its parts, designs, images, drawings, (trial) models, software etc. provided by it. The rights to the said data shall remain the property of G-ECO regardless of whether the Customer has been charged for their production and regardless of any payments made by the Customer. All information, oral or written, provided by G-ECO to the Customer remains the property of G-ECO, and may only be used by the Customer for the purpose for which it was provided. The Customer shall not disclose G-ECO's information to third parties in any way whatsoever, except to the extent reasonably necessary and then only after and to the extent a confidentiality obligation has been agreed. The Customer guarantees that the information it provides to G-ECO does not infringe the rights of third parties and indemnifies G-ECO in this respect.

#### 11. Processing personal data

Processing personal data

The personal data of Customers reaching G-ECO in the context of an agreement or potential agreement will be collected, processed, used and stored in accordance with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. 15.2 Personal data will only be used for administrative purposes, commercial actions and to comply with legal and regulatory obligations.

#### 12. Revocation in case of distance sales in consumer purchases

The provisions of this title only apply to the Consumer who concludes an agreement with G-ECO via the website, at a distance or outside the premises of G-ECO. In this case only, the Consumer has the right to withdraw from the contract within a period of 14 calendar days without giving reasons. The withdrawal period expires 14 calendar days after the day on which the Consumer or a third party designated by the Consumer, who is not the carrier, takes physical possession of the goods.

To exercise the right of withdrawal, the Consumer must inform G-ECO of the decision to withdraw from the contract by an unequivocal statement (by registered mail, e-mail or by using the model form made available by G-ECO). To comply with the withdrawal period, the Consumer must send his communication concerning his exercise of the right of withdrawal before the withdrawal period expires. The Consumer must return or hand over the goods to G-ECO or a third party designated by G-ECO without undue delay and in any case not later than 14 calendar days from the day on which he communicates his decision to withdraw from the contract. The direct costs of returning the goods shall be charged to the Consumer. Only the goods that are in their original packaging, together with all accessories, instructions for use and invoice or proof of purchase will be taken back by G-ECO.

During the aforementioned period of 14 days, the Consumer shall handle the goods and packaging as received from G-ECO with the utmost care and shall handle and inspect them as he could in a shop. The Consumer shall only unpack or use the goods to the extent necessary to establish the nature, characteristics and functioning of the goods. The Consumer is liable for depreciation of the goods resulting from any handling of the goods beyond that permitted above. Accordingly, if the returned goods are somehow diminished in value (e.g. due to damage), G-ECO reserves the right to hold the Consumer liable and claim compensation for any diminution in the value of the goods resulting from the Consumer's use of the goods beyond what is necessary to establish the nature,

characteristics and functioning of the goods. If the Consumer revokes the contract, G-ECO will refund to the Consumer all payments received from the Consumer up to that point, in respect of the returned goods. In case of sales contracts, G-ECO will wait with the refund until G-ECO has received back all the goods. If, as a result of the Consumer's choice of a mode of delivery other than that proposed by G-ECO, additional costs are caused, these will not be refunded by G-ECO.

The right of withdrawal does not apply to the delivery of goods manufactured according to the Consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the Consumer, or which are clearly intended for a specific person.

**13. Final provisions**

All legal relations between G-ECO and the Customer are exclusively governed by Belgian law, to the exclusion of the Vienna Sales Convention. Only the courts of the judicial district of Antwerp, Hasselt division have jurisdiction, without prejudice to G-ECO's right to sue the Customer before the courts of its domicile and/or registered office. If the Customer is a Consumer, the provisions of these general terms and conditions apply insofar as they do not conflict with applicable provisions of mandatory law.